

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant FCB/Leber Katz Partners		2. Registration No. 2415
3. Name of foreign principal British Virgin Islands Tourist Board	4. Principal address of foreign principal P.O. Box 134 Road Town, Tortola, B.V.I.	
5. Indicate whether your foreign principal is one of the following type: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or <input type="checkbox"/> domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual—State his nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. Ministry of Tourism b) Name and title of official with whom registrant deals. Mr. Russell Harrigan, Director - B.V.I. Tourist Board		
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals. c) Principal aim		

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

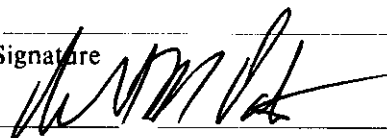
Date of Exhibit A

10/29/90

Name and Title

Robert M. Oates
Sr VP/Controller

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
FCB/Leber Katz Partners	British Virgin Islands Tourist Board

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see attached

(Contract not finalized, draft contract attached)

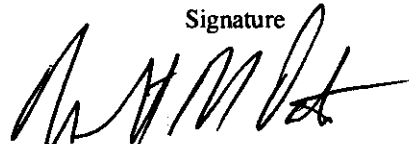
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REGISTRATION UNIT

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
10/29/90	Robert M. Oates Sr. VP/Controller	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

InterMarketing Inc.

400 Madison Avenue, New York, NY 10017

DRAFT

June 14, 1990

Mr. Russell Harrigan
Director
British Virgin Islands Tourist Board
P.O. Box 134
Road Town
Tortola, B.V.I.

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Re: British Virgin Islands Tourist Board
Marketing Services Contract

Dear Russell:

We at InterMarketing look forward to the challenge of developing integrated marketing communications programs for the British Virgin Islands Tourist Board.

In order to formally embark as the marketing communications company for the British Virgin Islands Tourist Board, we are providing the key elements and understandings of our working agreement in this document:

I. Scope of Assignment

Our overall objective is to develop an integrated marketing communications program that will heighten awareness of the British Virgin Islands among travelers, travel agents, tour operators and others in the tourism infrastructure.

InterMarketing will be responsible for the formulation, implementation and follow through on all and any marketing communications programs approved in support of the British Virgin Islands. This assignment is global in nature with the initial emphasis in North America and Europe.

II. Services to be Performed

InterMarketing will work directly with you in developing programs that will increase awareness, interest and booking for the British Virgin Islands. We will assume specific responsibility for:

- developing a "Destination Mark" i.e., market positioning for a global marketing program;
- implementing research projects on an as needed basis;
- preparing communications strategies for each identified target audience;
- developing and producing creative campaign/executions for all agreed upon media vehicles;
- planning, creating, producing, implementing and tracking media, promotional, collateral and direct mail programs; and
- careful monitoring/reporting of production estimating and expenditures.

III. Timetable

The first stage of the agreement is for one year beginning July 1, 1990 ending June 30, 1991.

IV. Compensation

- InterMarketing will receive a retainer for marketing consultancy in the amount of \$12,000 per month. Payment is to be made on the first of each month. The fee covers our staff time, plus a share of overhead and modest profit.
- InterMarketing will invoice you for the monthly fee on or about the 25th of the preceding month.
- In the course of evaluating the needs and requirements of an integrated marketing communication program, InterMarketing will submit specific recommendations to the British Virgin Islands.

- In the performance of market research services, an estimate for staff time and out-of-pocket expenditures will be developed prior to the initiation of a project.
- Recommendations which include the placement of media will include a standard commission of 15.0% to cover agency media staff time to plan, implement and evaluate the campaigns.
- Costs of creative development and execution of sales promotion material and direct mail will be estimated on a project by project basis. All estimates will be approved by the British Virgin Islands prior to start.
- Recommendations which include the cost of production of creative materials for advertising, sales promotion or direct mail will include the standard mark-up of 17.65% commission to cover production staff time.
- It is agreed that the British Virgin Islands will reimburse InterMarketing for travel costs which relate to the evaluation or representation of the British Virgin Islands when and where mutually deemed necessary.
- Remittance should be forwarded to:

Morgan Guaranty Trust Company

Account Name: InterMarketing Inc.
400 Madison Avenue
New York, NY 10017

Account Number: 143-40-385

V. Other Agreements and Understandings

The services of InterMarketing are made available to the British Virgin Islands Tourist Board with the agreement that:

Your signature or that of another officer of the British Virgin Islands Tourism Ministry will constitute a working and binding letter of agreement.

This agreement may be cancelled by either party with a minimum of 90 days notice.

A standard Indemnification Agreement is attached which has been designed to cover both parties in our relationship with one another.

Please review and sign where indicated if this meets with your approval.

Accepted and Agreed to by: Accepted and Agreed to by:

Mr. John G. Bertram
President
InterMarketing Inc.

Mr. Russell Harrigan
Director
British Virgin Islands Tourist Board

Date

Indemnification Agreement

InterMarketing shall exercise due diligence in the preparation of your integrated marketing communications. We are covered by a Standard Advertising Agency Liability Policy to a maximum of \$1,000,000.00 with respect to any advertisement, publicity article, broadcast or telecast or any combination thereof, which we have prepared and in this connection we will indemnify you (up to our maximum coverage) for any loss which results from a final judgement for monetary damages resulting from:

1. Libel, slander, defamation;
2. Any infringement of copyright, or of title or slogan;
3. Piracy, unfair competition, plagiarism or idea misappropriation under implied contract;
4. Invasion of rights of privacy committed or alleged to have been committed in the conduct of, and arising out of, our business as advertising agent.

InterMarketing agrees to maintain this policy in effect during the period of our agreement with the British Virgin Islands and will indemnify you for any of the above claims made by a third party against you, including reasonable attorney's fees. If for any reason the insurance company modifies our policy in any significant way, we will so advise you and the above provisions will be revised accordingly.

In the event that any claim, suit or proceeding is brought or threatened to be brought against InterMarketing based upon assertions or claims made for any products in any advertising or publicity we may prepare for the British Virgin Islands, and which is based on information or material given to us by you, or relates to an advertisement or commercial approved by you, then you will indemnify us against any loss and expense, including reasonable charge or counsel which would be the result thereof. This will also apply if we suffer or incur any judgement or consent order based upon product liability claims, or misrepresentations as to the effectiveness, nature, quality or content of the product, based upon product information furnished by the British Virgin Islands.

Accepted and Agreed to by:

Accepted and Agreed to by:

John G. Bertram
President
InterMarketing Inc.

Russell Harrigan
Director
British Virgin Islands Tourist Board

Date